

AMENDMENT NO. 1

This Amendment modifies Contract No. 2211-04082 for Guardrail and Traffic Barrier Terminals Replacement and Repair by and between the County of Cook, Illinois, herein referred to as "County" and Midwest Fence Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on July 28, 2022, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Guardrail and Traffic Barrier Terminals Replacement and Repair (hereinafter referred to as the "Services") from August 1, 2022 through July 31, 2024, in an amount not to exceed \$1,412,250.00, with one (1) one-year renewal option; and

Whereas, the Contract will expire July 31, 2024, and the agreed upon Services are still required; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to GC-10 of the Contract, the County and Contractor desire to increase the Contract in the amount of \$150,000.00; and

Whereas, pursuant to GC-10 of the Contract, the County and Contractor desire to renew the Contract for one (1) year beginning on August 1, 2024 through July 31, 2025.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renew through July 31, 2025.
2. The Contract is increased by \$150,000.00 and the Total Contract Amount is revised to \$1,562,250.00.
3. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment A are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to the authority of the Chief Procurement Officer, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

Signature Page Follows

Signature Page


County of Cook, Illinois

Midwest Fence Corporation

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2024.04.24 13:51:49 -05'00'

Date: _____


Signed
Timothy M. Bell
Type or print name

By: _____
State's Attorney (if applicable)

Type or print name (if applicable)

President
Title

Date: _____

Date: 2/13/2024

ATTACHMENT A



OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK J. AGUILAR
16th District

SEAN M. MORRISON
17th District

March 26, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark Street Suite 2300
Chicago, IL 60601

Re: Contract No. 2211-04082 Amendment No. 1
Guardrails and Traffic Barrier Terminals Replacement
Department of Transportation and Highway

Dear Mr. Sarrafian,

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Contractor: Midwest Fence Corporation
Original Contract Value: \$1,412,250
Original Contract Term: August 1, 2022 – July 31, 2024
Increase Contract Value: \$150,000 and Extend Term 1 Year (Amendment No. 1)
Revised Contract Value: \$1,562,250
Revised Contract Term: August 1, 2022 – July 31, 2025
Competitive Bid – Good & Services
Contract Goal: 12% MBE, 0% WBE

Full MBE Waiver Granted: Due to the specifications and necessary requirements for performing the contract make it impossible or economically feasible to divide the contract to enable the contract to utilize MBEs and WBEs in accordance with the applicable participation.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/db

CC Kimberlie Aaron (OCPO)
Nathan Roseberry (DOH)

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____ Certifying Agency: _____
Contact Person: _____ Certification Expiration Date: _____
Address: _____ Ethnicity: _____
City/State: _____ Zip: _____ Bid/Proposal/Contract #: _____
Phone: _____ Fax: _____ FEIN #: _____
Email: _____
Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Midwest Fence Corporation
Contract No./Title: 2211-04082

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | |
|---|---|
| <input type="checkbox"/> FULL MBE WAIVER | <input type="checkbox"/> PARTIAL MBE WAIVER |
| <input checked="" type="checkbox"/> FULL WBE WAIVER | <input type="checkbox"/> PARTIAL WBE WAIVER |
| <input type="checkbox"/> FULL DBE WAIVER | <input type="checkbox"/> PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan;
and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
 3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
 4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
 5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
 6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
 7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.



Secretary & Treasurer 3/15/2024

Signature and Title of Bidder/Proposer

Title

Date



MIDWEST FENCE *Corporation*
FENCE & GUARD RAIL CONTRACTORS
900 N. KEDZIE AVENUE • CHICAGO, IL 60651 4187
TEL 773 / 722-6616 • FAX 773 / 722-6626

3/15/24

Contract 2211-4082

Waiver Request:

We request that a full waiver be granted because this contract is overwhelmingly for only one type of specialty road construction trade work and that is guardrail installation.

We actively sought MBE, DBE and WBE's to perform subcontract work for Curb removal and HMA paving for this contract. Our good faith efforts outreach is attached.

We are submitting a waiver request for economic reasons:

We reached out to the subcontractors from our original bid and received similar responses, with the exception that Allstate Concrete Cutting decided to tender a proposal for the renewal. Hardrock Concrete Cutters, Inc was also invited and presented a proposal.

Curb Removal (Partial) pay item:

- Interstate Curb Cutters resubmitted a bid for \$20.00 per lineal foot.
- Allstate Concrete Cutting submitted a bid for \$42.00 per lineal foot.
- Roughneck Concrete Cutters submitted a bid for \$48.00 per lineal foot.

It is for economic reasons we reselected Interstate Curb Cutters and herein request that a full waiver be granted for this project.

Sincerely,

Everett J. Bell
Secretary

Mark Bell

From: Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Sent: Tuesday, June 14, 2022 10:21 AM
To: Mark Bell
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Mark,

We regretfully have to pass on this one.

Garrett Woodward
Sanchez Construction Services
1950 W 43rd St
Chicago, IL 60609
773-254-1077



From: Mark Bell <mark@mwfence.com>
Sent: Tuesday, June 14, 2022 10:19 AM
To: Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Cc: Mark Bell <mark@mwfence.com>
Subject: FW: RFQ CCHD 2211-04082 Cook County - Various Sites

Good morning Garrett,

Please advise your decision on bidding this project.

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mark Bell <mark@mwfence.com>
Sent: Monday, June 13, 2022 9:29 AM
To: Mike Byrne <mbyrne@matconstruction.com>; Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Cc: Mark Bell <mark@mwfence.com>
Subject: FW: RFQ CCHD 2211-04082 Cook County - Various Sites

HMA

Good morning Mike and Garrett,

Please advise that I can count on your proposal?

Bid opening is 6-15-22 10:00 AM

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mark Bell <mark@mwfence.com>
Sent: Tuesday, June 7, 2022 4:51 PM
To: Mike Byrne <mbyrne@matconstruction.com>; Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Cc: Mark Bell <mark@mwfence.com>
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Good afternoon Mike and Garrett,

Checking in on the proposal for this project.

With the IDOT Letting bidding on the 17th, it would be very helpful to get your proposal sooner than later.

Are you able to assist with the curb cutting??

Thank you for that consideration.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mike Byrne <mbyrne@matconstruction.com>
Sent: Thursday, May 26, 2022 11:19 AM
To: Mark Bell <mark@mwfence.com>; Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Mark-
I've added Garrett Woodward to this. He is the Chief Estimator for Sanchez Construction and can follow up with a proposal.

Thanks,
Michael Byrne
Senior Project Manager
MByrne@MATConstruction.com
MAT Construction
cell. 773.640.1492

From: Mark Bell <mark@mwfence.com>
Sent: Thursday, May 26, 2022 11:10 AM
To: Mike Byrne <mbyrne@matconstruction.com>
Cc: Mark Bell <mark@mwfence.com>
Subject: RFQ CCHD 2211-04082 Cook County - Various Sites

Good morning Mike,

CCHD has a guardrail maintenance contract out for bid, June 15, 2022, moments ahead of the IDOT Letting June 17, 2022.

I am trying to get this wrapped up early.

Will you please provide a written proposal for ITEM 28 HMA Shoulders 8" 100 SY per attached

Site(s) are unknown, it's a maintenance contract.
The typical IDOT shoulder buildout will be the footprint for your work at a single location.
There are no other pay items. e.g. excavation items or aggregate

12% dba goal on this project.

Are you able to provide any dba participation?
Please submit this with your proposal.

I'd need to know how long and how many mobs per location to accommodate traffic control, in some way.

Give me a call to discuss.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

HMA

Mark Bell

From: Mark Bell
Sent: Monday, June 13, 2022 9:12 AM
To: mseay@allstateconcretecutting.com
Cc: 'Mark Bell'
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf

Good morning Mike,

Will you be forwarding your proposal soon?

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mark Bell <mark@mwfence.com>
Sent: Thursday, May 26, 2022 10:16 AM
To: mseay@allstateconcretecutting.com
Cc: Mark Bell <mark@mwfence.com>
Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Good morning Mike,

Please provide a written proposal for cutting an existing curb per IDOT Standard BD-34. (attached)

Then length will be approximately 75 LF

Your bid should include cutting the curb, removing & hauling concrete and site cleanup, as may be needed, from your cutting operation.

Work performed by others:
Layout
Traffic Control as may be needed.

Please advise I need to include anything further for this operation.

Mark Bell

All-STATE CONCRETE Cutting
Concrete Curb Cutting

Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

Mark Bell

From: Mike Seay <mseay@allstateconcretecutting.com>
To: Mark Bell
Sent: Thursday, May 26, 2022 11:24 AM
Subject: Read: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Your message

To: Mike Seay
Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Sent: Thursday, May 26, 2022 10:16:23 AM (UTC-06:00) Central Time (US & Canada)

was read on Thursday, May 26, 2022 11:23:03 AM (UTC-06:00) Central Time (US & Canada).

Mark Bell

From: Mark Bell
Sent: Thursday, May 26, 2022 10:16 AM
To: mseay@allstateconcretecutting.com
Cc: 'Mark Bell'
Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf

Good morning Mike,

Please provide a written proposal for cutting an existing curb per IDOT Standard BD-34. (attached)

Then length will be approximately 75 LF

Your bid should include cutting the curb, removing & hauling concrete and site cleanup, as may be needed, from your cutting operation.

Work performed by others:

Layout

Traffic Control as may be needed.

Please advise I need to include anything further for this operation.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

Mark Bell

From: Mark Bell
Sent: Monday, June 13, 2022 9:07 AM
To: karen@roughneck1.com
Cc: 'Mark Bell'
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf

Good morning Karen,

Will you be forwarding your proposal soon?

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mark Bell <mark@mwfence.com>
Sent: Thursday, May 26, 2022 9:59 AM
To: karen@roughneck1.com
Cc: Mark Bell <mark@mwfence.com>
Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Good morning Karen,

Please provide a written proposal for cutting an existing curb per IDOT Standard BD-34. (attached)

Then length will be approximately 75 LF

Your bid should include cutting the curb, removing & hauling concrete and site cleanup, as may be needed, from your cutting operation.

Work performed by others:
Layout
Traffic Control as may be needed.

Please advise I need to include anything further for this operation.

Mark Bell

ROUGHNECK
CONCRETE Curb Cutting

Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

Mark Bell

From: Mark Bell
Sent: Thursday, May 26, 2022 9:59 AM
To: karen@roughneck1.com
Cc: 'Mark Bell'
Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf

Good morning Karen,

Please provide a written proposal for cutting an existing curb per IDOT Standard BD-34. (attached)

Then length will be approximately 75 LF

Your bid should include cutting the curb, removing & hauling concrete and site cleanup, as may be needed, from your cutting operation.

Work performed by others:

Layout

Traffic Control as may be needed.

Please advise I need to include anything further for this operation.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

Mark Bell

From: postmaster@roughneck1.com
To: karen@roughneck1.com
Sent: Thursday, May 26, 2022 9:59 AM
Subject: Delivered: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Your message has been delivered to the following recipients:

karen@roughneck1.com (karen@roughneck1.com)

Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.



INTERSTATE CURB & CONCRETE CUTTING, INC.

Full Service Concrete Sawing & Drilling

QUOTATION

DATE: 3/11/2024

BIDDING: _____

AWARDED JOB: _____

COMPANY: Midwest Fence

ADDRESS: 900 N Kedzie

CITY: DuPage County / Wheaton

CONTACT: Mark Bell

PHONE: 773-722-6616

MOBILE: 773-584-6480

STATE: IL

ZIP: 60651

FAX:

PAGER: mark@mwfence.com

JOB: CCHD 2211-04082 District 1 - Cook County

ADDRESS: Various Sites

CITY: Cook County

CONTACT:

PHONE:

MOBILE:

STATE: IL

ZIP:

FAX:

PAGER:

INTERSTATE CURB & CONCRETE CUTTING, INC. will provide all necessary FIELD PERSONNEL & EQUIPMENT to perform the following:

To Horizontally Depress The Head or Top Off of Curb Leaving the Gutter System Intact.

- 75' Horizontal Curb Cut @ \$20 Ft = \$1,500.00

PRICE ASSUMES:

All Curb Cutting Ready At One Time.

Interstate Curb & Concrete Cutting, Inc. is a Union Shop, Curb Cutter Inc., is Not.

Layout Done In Advance By Other, Mark Curb Where Flair or Wings Come Up To Top of Curb (Overall Length of Curb Cut). All Curb Cutting Will Be Done From Inside of Your Marks.

- ** Excavation Behind Curb To Be Done Prior To Curb Cutters Arrival. Dirt or Gravel to be Excavated: 4' Foot in Back of Curb, Top of Curb Down 12" or 3" Below Top of Street, and the Length of Curb to Be Cut, Plus One Extra Foot Beyond Flairs or Wings, Squared Back 4' Foot.

If Excavation Is Not Done or Not Properly Done When Curb Cutter Arrive, a Trip Charge Will Be Charged For Rescheduling. Trip Charge Will Vary Depending On Location of Job. If The Truck is to Sit On Delay or Downtime Waiting For Excavation, a Charge of \$160/ Hr Will Be Added To Invoice.

Interstate Curb & Concrete Cutting, Inc. Will Remove Concrete Debris From Job, Unless Given Permission From Contractor to Push Debris in Hole.

If Any Additional Charges Are Incurred For Contractor Lic., Bonds or Permits, They Will Be Added To Invoices.

Payment Terms: Net 30 Days-No Retention.

Thank You

Steven Frech

To Accept Proposal, Print and Sign Name:

Print Name: _____

Sign: _____

LOW BID

1466 Tanglewood Avenue

Palatine, Illinois 60067

(847) 776-8030

FAX (847) 776-8031

INTERSTATE

Mark Bell

From: Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Sent: Tuesday, March 12, 2024 11:06 AM
To: Mark Bell
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Mark,

I don't think we will be able to help you with this.

We aren't going to have enough guys to break off and do these little jobs for you.
Don't know where they are or how big.

I don't want to commit to you and then not be able to get it done.

Sorry.

Garrett Woodward
Sanchez Construction Services
1950 W 43rd St
Chicago, IL 60609
773-254-1077



From: Mark Bell <mark@mwfence.com>
Sent: Monday, March 11, 2024 10:57 AM
To: Garrett Woodward <gwoodward@sanchezconstructionservices.com>
Subject: FW: RFQ CCHD 2211-04082 Cook County - Various Sites

Good morning Garret,

Please advise if you can assist with this proposal.

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

SANCHEZ CONST
HMA

From: Mark Bell
Sent: Friday, March 1, 2024 2:23 PM
To: gwoodward@sanchezconstructionservices.com
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Good afternoon Garret,

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

I am revisiting our Request for Proposal at the time of the original bid in June of 2022. Please Read/Review commentary below.

ITEM 28 HMA Shoulders 8" 100 SY per attached
ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specificatiaon EXCEPT IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The typical IDOT shoulder buildout will be the footprint for your work at a single location.
There are no other pay items. e.g. excavation items or aggregate

12% dbc goal on this project.

The original specifications remain the same.

Please review and advise if you would like to present Midwest Fence with a proposal at this time.

I'd appreciate it if you could let me know one way or the other, with your email response.

Call me if you have any questions.

Thank you for reviewing this project.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

HMA

Mark Bell

From: Mark Bell
Sent: Monday, March 11, 2024 10:57 AM
To: gwoodward@sanchezconstructionservices.com
Subject: FW: RFQ CCHD 2211-04082 Cook County - Various Sites
Attachments: CCHD Special Provision for Curb Removal and HMA 8.pdf

Good morning Garret,

Please advise if you can assist with this proposal.

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mark Bell
Sent: Friday, March 1, 2024 2:23 PM
To: gwoodward@sanchezconstructionservices.com
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Good afternoon Garret,

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

I am revisiting our Request for Proposal at the time of the original bid in June of 2022. Please Read/Review commentary below.

ITEM 28 HMA Shoulders 8" 100 SY per attached
ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specification EXCEPT IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The typical IDOT shoulder buildout will be the footprint for your work at a single location.
There are no other pay items. e.g. excavation items or aggregate

12% dbc goal on this project.

Mark Bell

From: Mark Bell
Sent: Friday, March 1, 2024 2:23 PM
To: gwoodward@sanchezconstructionservices.com
Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites
Attachments: CCHD Special Provision for Curb Removal and HMA 8.pdf

Good afternoon Garret,

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

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ITEM 28 HMA Shoulders 8" 100 SY per attached
ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specificatiaon EXCEPT IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The typical IDOT shoulder buildout will be the footprint for your work at a single location.
There are no other pay items. e.g. excavation items or aggregate

12% dba goal on this project.

The original specifications remain the same.

Please review and advise if you would like to present Midwest Fence with a proposal at this time.

I'd appreciate it if you could let me know one way or the other, with your email response.

Call me if you have any questions.

Thank you for reviewing this project.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

HMA

Mark Bell

From: postmaster@sanchezconstructionservices.com
To: gwoodward@sanchezconstructionservices.com
Sent: Friday, March 1, 2024 2:23 PM
Subject: Delivered: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

Your message has been delivered to the following recipients:

[gwoodward@sanchezconstructionservices.com \(gwoodward@sanchezconstructionservices.com\)](mailto:gwoodward@sanchezconstructionservices.com)

Subject: RE: RFQ CCHD 2211-04082 Cook County - Various Sites

No Reply

Mark Bell

From: Mark Bell
Sent: Friday, March 1, 2024 2:37 PM
To: karen@roughneck1.com
Cc: Tom Achacoso
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf; IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf

Tracking:	Recipient	Delivery
	karen@roughneck1.com	
	Tom Achacoso	Delivered: 3/1/2024 2:37 PM

Good afternoon Karen,

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

I am revisiting our Request for Proposal at the time of the original bid in June of 2022. Please Read/Review commentary below.

ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specification and IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The typical IDOT shoulder buildout will be the footprint for your work at a single location. There are no other pay items. e.g. excavation items or aggregate

12% dbc goal on this project.

The original specifications remain the same.

Please review and advise if you would like to present Midwest Fence with a proposal at this time.

I'd appreciate it if you could let me know one way or the other, with your email response.

Call me if you have any questions.

Thank you for reviewing this project.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

NO RESPONSE

*ROUGHNECK
CONCRETE CURB CORING*

Mark Bell

From: postmaster@roughneck1.com
To: karen@roughneck1.com
Sent: Friday, March 1, 2024 2:38 PM
Subject: Delivered: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Your message has been delivered to the following recipients:

karen@roughneck1.com (karen@roughneck1.com)

Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Mark Bell

From: Mark Bell
Sent: Monday, March 11, 2024 10:58 AM
To: karen@roughneck1.com
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf; IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf

Good morning Karen,

Please advise if you can assist with this proposal.

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: Mark Bell
Sent: Friday, March 1, 2024 2:37 PM
To: karen@roughneck1.com
Cc: Tom Achacoso <tom.a@mwfence.com>
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Good afternoon Karen,

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

I am revisiting our Request for Proposal at the time of the original bid in June of 2022. Please Read/Review commentary below.

ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specification and IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The typical IDOT shoulder buildout will be the footprint for your work at a single location.
There are no other pay items. e.g. excavation items or aggregate

12% dbc goal on this project.

Mark Bell

From: postmaster@roughneck1.com
To: karen@roughneck1.com
Sent: Monday, March 11, 2024 10:59 AM
Subject: Delivered: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Your message has been delivered to the following recipients:

karen@roughneck1.com (karen@roughneck1.com)

Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Allstate Concrete Cutting & Demolition - Certified
 MBE/DBE/BEPD
 1425 Howard St
 Elk Grove Village, IL 60007
 (847) 973-9752
 mseay@allstcc.com



ADDRESS
 Midwest Fence Corporation
 900 N. Kedzie Avenue
 Chicago, IL 60651

Estimate 4906

DATE 03/01/2024

JOB LOCATION
 CCHD 2211-04082 District 1

DATE		QTY	RATE	AMOUNT
	Wall Saw Wall Saw flush cut level from highest point off gutter to remove curb head. Based on 75' of cutting and lane closure by others if needed.	75	39.00	2,925.00
	Concrete Removal Off Site remove concrete curb head off site. Based on 75' of curb head.	75	3.00	225.00
	Intent to Award Notification must be given within 20 business days of letting.	1	0.00	0.00T
	2024 Certifications & Memberships Allstate Concrete Cutting Is a City Of Chicago Certified MBE & BEPD., Chicago Water Reclamation MBE, Illinois IDOT & IUCP Certified DBE. Illinois CMS Certified MBE,BEP, Tollway BEP & SBI. Wisconsin WIS-DOT Certified DBE And Indiana Certified DBE Exec VP Of US Minority Contractors Associations Northern Illinois And Wisconsin	1	0.00	0.00
	Attached 2024 Certification For Your Files I have attached our 2024 certifications for your files.	1	0.00	0.00
	Yearly Increase A 3% per year increase starting on June 1st 2025 and every consecutive year.	1	0.00	0.00
				\$42⁰⁰ LF
			SUBTOTAL	3,150.00
			TAX	0.00
			TOTAL	\$3,150.00

Accepted By

Accepted Date

Customer shall pay Allstate Concrete Cutting, Inc., ("AllstateCC") within thirty (35) days of the date of the invoice. AllstateCC shall be entitled to recover all costs of collection, including reasonable attorney's fees, lien costs and other expenses incurred by AllstateCC. AllstateCC shall not be responsible for layout or damage caused to buried pipe, conduit, voids, wood and steel beams.

CONCRETE CURB CUTTING
 ALLSTATE

Mark Bell

From: Mark Bell
Sent: Monday, March 11, 2024 10:44 AM
To: curbcut@comcast.net
Cc: Tom Achacoso
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: MidwestFence_CookCountyDist1.pdf

Good morning Steve,

Midwest Fence was awarded the project in 2022 and is currently under review for a one year contract extension.

To date this item has not been needed, but in the event that it is, I'd appreciate if you could update your proposal.

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

From: STEVEN FRECH <curbcut@comcast.net>
Sent: Friday, May 27, 2022 7:59 AM
To: Mark Bell <mark@mwfence.com>
Subject: Re: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Here's your quote.

On 05/26/2022 10:22 AM Mark Bell <mark@mwfence.com> wrote:

Good morning Steve,

Please provide a written proposal for cutting an existing curb per IDOT Standard BD-34. (attached)

Mark Bell

From: Mark Bell
Sent: Friday, March 1, 2024 2:32 PM
To: 'mseay@allstateconcretecutting.com'
Cc: Tom Achacoso
Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf; CCHD Special Provision for Curb Removal and HMA 8.pdf

Tracking:	Recipient	Delivery
	'mseay@allstateconcretecutting.com'	
	Tom Achacoso	Delivered: 3/1/2024 2:32 PM

Good afternoon Mike,

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

I am revisiting our Request for Proposal at the time of the original bid in June of 2022. Please Read/Review commentary below.

ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specificatiao EXCEPT IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The typical IDOT shoulder buildout will be the footprint for your work at a single location.
There are no other pay items. e.g. excavation items or aggregate

12% db e goal on this project.

The original specifications remain the same.

Please review and advise if you would like to present Midwest Fence with a proposal at this time.

I'd appreciate it if you could let me know one way or the other, with your email response.

Call me if you have any questions.

Thank you for reviewing this project.

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Mark Bell

From: postmaster@allstateconcretecutting.com
To: 'mseay@allstateconcretecutting.com'
Sent: Friday, March 1, 2024 2:32 PM
Subject: Delivered: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.

Your message has been delivered to the following recipients:

'mseay@allstateconcretecutting.com' (mseay@allstateconcretecutting.com)

Subject: FW: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.



**Hard Rock
Concrete Cutters, Inc**

WBE + DBE Certified

601 Chaddick Drive - Wheeling, IL 60090
(847) 699-0010 Fax (847) 699-0292

QUOTATION 040486

Midwest Fence Corporation
900 N. Kedzie
Chicago, IL 60651

Phone: 773-722-6616 Fax: 773-722-6626

PROJECT: Cook Cty Hwy Dept
Maintenance Curb Repair
Various Locations
Cook County, IL

QUOTED DATE: 03/15/2024
PROJECT MANAGER: James Russo
QUOTED TO: Mark Bell
MOBILE: 630-901-0691
DIRECT LINE:
EMAIL: mark@mwfence.com
QUOTE EXPIRES: 04/14/2024

QTY	DESCRIPTION OF "HRCC's WORK"	UNIT	PRICE
1.00	WALL SAWING 500 LF x 6" curb top		
500.00	AT A COST PER LF OF:	48.00 <i>LF</i>	24,000.00
1.00	JOB NOTES - All cuts 75' each. - HRCC to saw and remove curb tops. - 75' per mobilization. - Area dug out behind 40" back. - All material removed from curb top (ie:rail etc) - All work performed during regular hours. - Power and water by HRCC. - Truck access within 20' of work. - Layout of cuts completed by others prior to our arrival on project. - All traffic, parking or pedestrian control, including signs or personnel by others. - Footage paid for includes flairs.		

This quote has been prepared by Jim Russo. Please contact him at Russo@hrcinc.com or 224-639-8825 to discuss.

TOTAL BID PRICE: \$ 24,000.00

*** Minimum / Show-up Charge: \$865.00 *** Stand By Charge: \$370/ hr

CONCRETE CURB CUTTING
HARD ROCK



**Hard Rock
Concrete Cutters, Inc**

WBE + DBE Certified

**601 Chaddick Drive - Wheeling, IL 60090
(847) 699-0010 Fax (847) 699-0292**

QUOTATION 040486

IMPORTANT NOTICE:

Customer acknowledges and accepts that by signing below it agrees to be bound by all of the Terms & Conditions set forth on the reverse side of this Quotation

PAYMENT TERMS:

Customer shall pay HRCC within thirty (30) days of the invoice date. If the Customer does not timely pay, interest shall accrue on the unpaid balance at the rate of 1.5% per month (18% per annum). Customer agrees that HRCC shall be entitled to recover all costs of collection, including reasonable attorney's fees, lien costs and other expenses incurred by HRCC as a result of nonpayment by Customer

HRCC's PRICE IS SUBJECT TO CHANGE IF: (1) NOT ACCEPTED WITHIN 30 DAYS, OR CONDITIONS ON JOB VARY FROM THOSE AT THE TIME OF HRCC'S ESTIMATE 2) IF THERE IS A CHANGE IN HRCC'S WORK (See, paragraphs 16-23 on the reverse side); AND/OR (3) IF THERE IS AN ALTERNATE NOTED IN HRCC'S PRICE ESTIMATE AND IT IS CHOSEN BY CUSTOMER.

Credit card payments are due by the date of service. We accept Visa, MasterCard and American Express.

Any credit card payment received after the service date will be subject to a 3% late fee.

Accepted By: _____

TERMS AND CONDITIONS

A. Customers Duties and Responsibilities

1. HRCC is not responsible for any utilities, support structures, post tension cables or any other targets in any walls, slabs, pavements, pipes, or any structure including below, above behind or near the area where HRCC perform/performed HRCC's Work, irrespective of whether said item/area is cut, cored or damaged in any manner by HRCC's Work.
2. Customer assumes all responsibility and will indemnify, defend and hold HRCC harmless for any claim(s), suit(s), and/or cost(s) brought or sought against HRCC for any reason whatsoever, and Customer further agrees to waive any right to cap its liability pursuant to Christy Foltz v. Safety Mutual Cas. Corp. Customer also agrees to indemnify, defend and hold HRCC harmless for any fine or fee from any governmental body or otherwise, that may result from HRCC's Work.
3. Customer shall be solely responsible for all locating, design and avoidance engineering as well as any required hand digging prior to HRCC's of mobilization.
4. For any opening created in any wall or flooring by HRCC, Customer is solely responsible to install and maintain any and all safety railings and/or coverings in all accordance with all OSHA standards.
5. Customer assumes sole responsibility for the structural engineering for this project and hereby agrees to defend, indemnify and forever release and discharge HRCC from any liability for structural issues arising out of HRCC's Work.
6. Customer shall ensure that HRCC be provided full access to its work areas.
7. Any required breaking, removal, core catching, slurry control/disposal, protection, dumpsters, excavation, shoring, power washing and/or final clean up shall be performed by Custor and HRCC assumes no responsibility for same.
8. HRCC recommends that Customer scan all jobs before HRCC's arrival on-site and be maintained by Customer. Customer assumes risk of all collateral damage when HRCC is directed to perform work in an unscanned area. HRCC is not responsible for any pipes, conduits, ducts, support structures, cables or any other objects in wall slabs, floor slabs or structures behind or below them and whether scanned or unscanned, HRCC will not cut in any unmarked areas.
9. HRCC shall not be responsible for any barricading and/or covering of HRCC's Work after the completion of same. Any and all openings, holes, trenches, or other exposed work area that remain/exist following the completing of HRCC's Work shall be secured, filled, covered, barricaded or otherwise by Customer. And Customer shall indemnify, defend and hold HRCC harmless for any claim, suit or liability that may arise from said uncovered areas.
10. Breaking is safer than saw cutting but is not risk free. Customer accepts inherent breaking risk and will defend, indemnify and hold HRCC harmless for any claims, suits or damages brought or alleged resulting from same. HRCC will break carefully according to industry standard, but targets may be damaged, especially if already compromised by corrosion or if it involves PVC or Plastic pipe.
11. Customer shall provide power to HRCC's work area and said power shall be a minimum of 110 volt with 20 amps for (2) circuits
12. Water shall be made available onsite or a local fill-up area provided by Customer.
13. Parking shall be provided for HRCC by Customer on site.
14. Customer shall provide all traffic, parking, or pedestrian control, including signs or personnel.
15. All utility location call-ins shall be made by Customer and HRCC is to be named on those call-ins. Customer shall be responsible for all locating, design and avoidance engineering, as well as all hand digging prior to HRCC's mobilization. HRCC requires a 48-hr. notice before it is required to mobilize.

B. Changes to HRCC's Work

1. Price based on an assumed rebar grade of #4 bar, 12" center, (2) mats top and bottom, or less. Any vertical rebar cutting encountered to be done on a T&M basis.
2. Any breaking due to targets in slab to be done on a T&M basis
3. Change in scheduling, scope or jobsite conditions after mobilization, including but not limited to, slab construction, slurry control, access, and safety will lead to additional charges by HRCC.
4. If HRCC's work is delayed or impacted by Customer or other third parties at the project site, including but not limited to, any and all stand-by/show-up issues, Customer agrees to pay HRCC on a T&M basis for said HRCC's extra-costs/losses. This shall include any lay-out and/or markings that HRCC is required to either wait on Customer to complete or perform itself.
5. Any testing or on-site specific training classes required by Customer shall be an additional cost on a T&M basis.
6. Any signed field ticket confirms Customer's approval and acceptance of work detailed within same, and of the terms and conditions of this Purchase Order.
7. Any work performed by HRCC at the request of Customer or its agents that extends beyond the originally agreed to scope of HRCC Work, shall be paid for by Customer on a T&M basis, whether a signed change order was provided by Customer or not. Allowing HRCC to perform said extra work shall serve to confirm Customer's acceptance of same.
8. HRCC's price is based on current HRCC insurance coverage limits. Additional coverage or licensing must be requested by Customer and will result in additional charges to Customer for same. On OCIP and CCIP jobs, all insurance costs shall be included in HRCC's pricing but there will be a \$10 per week fee for all certified payroll, OCIP or CCIP forms.

C. Other Terms

1. Where applicable, the terms of any onsite Authorization to Proceed are specifically incorporated herein and made a part hereof by this reference but should any conflict exist between same and this Purchase Order, the terms of this Purchase Order shall prevail.
2. HRCC Work to be done on Regular Time. Regular Time shall be considered eight (8) hr. workday, Monday through Friday between the times of 6:00 am to 4:30 pm.
3. HRCC will leave all cut concrete pieces and debris following cutting unless directed by Customer to load into on-site dumpster(s) provided by others.
4. HRCC will not perform work in a jobsite that is unsafe or does not comply with all OSHA Regulations.

Hard Rock

Mark Bell

From: Mark Bell
Sent: Thursday, March 14, 2024 3:56 PM
To: Jim Russo Russo@hardrockconcretecutters.com
Subject: RFQ Curb Cutting for CCHD 2211-04082 District 1 - Cook County - Various Sites.
Attachments: IDOT BD-34 Details for Depressed & Gutter - Curb Cutting.pdf; Curb Removal (Partial) Specifications.pdf

Good afternoon Jim,

Please advise if you can assist with this proposal.

Midwest Fence was the successful low bidder on the GUARDRAIL AND TRAFFIC BARRIER TERMINALS REPLACEMENT AND REPAIR Contract.

Cook County is considering renewing our contract for one additional year.

ITEM 26 CURB REMOVAL (PARTIAL) 500 LF – per attached specification and IDOT BDE 34.

Site(s) are unknown, it's a maintenance contract.

The length will be approximately 75 LF

The typical IDOT shoulder buildout will be the footprint for your work at a single location.

Your bid should include cutting the curb, removing & hauling concrete and site cleanup, as may be needed, from your cutting operation.

There are no other pay items. e.g. excavation items or aggregate

Work performed by others:

Layout

Traffic Control as may be needed.

12% dba goal on this project.

Please advise if I need to include anything further for this operation.

I'd appreciate it if you could let me know one way or the other, with your email response.

Thank you

Mark Bell
Midwest Fence
900 N. Kedzie
Chicago, Illinois 60651

Direct 773 584 6480

Office 773 722 6616
E-Mail mark@mwfence.com

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
 Yes: _____ No: _____

b) If yes, list business addresses within Cook County:
 900 N. Kedzie Ave., Chiciago, IL 60651

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
 Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): See Attached - Next Page

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

LOCATION	PIN				
815 N. Kedzie	16-01-319-013				
	16-01-319-014				
3150-54 Chicago	16-01-319-016				
3319-3325 Chicago	16-11-205-001				
	16-11-205-002				
	16-11-205-003				
	16-11-205-004				
900 N. Kedzie	16-02-431-003				
	16-02-431-004	Discontinued in 2011			
	16-02-431-005				
	16-02-431-006				
	16-02-431-007				
	16-02-431-008				
	16-02-431-009				
	16-02-431-011				
	16-02-431-012				
	16-02-431-013				
	16-02-431-014				
	16-02-431-015				
	16-02-431-016				
	16-02-431-020	Replaced 16-02-431-003 in 2011			
3340 W. Walton	16-02-423-009				
	16-02-423-010				
	16-02-423-011				
	16-02-423-012				
	16-02-423-013				
	16-02-423-014				
	16-02-423-015				
	16-02-423-016				
	16-02-423-017				
	16-02-423-018				
	16-02-427-001				
	16-02-427-038				
	16-02-427-039				
	16-02-428-010				
	16-02-428-011				
	16-02-428-012				
3229-3249 Grand Ave	16-02-429-001				
	16-02-429-013				
	16-02-429-015				

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Midwest Fence Corporation

D/B/A: Midwest Fence Corporation FEIN # Only: 36-2149466

Street Address: 900 N. Kedzie Ave

City: Chicago State: IL Zip Code: 60651

Phone No.: 773-722-6616 Fax Number: 773-722-6626 Email: ebell@mwfence.com

Cook County Business Registration Number: 031961
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): F4975-844-8

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Timothy M. Bell	900 N. Kedzie Ave., Chicago, IL 60651	25%
Mark F. Bell	900 N. Kedzie Ave., Chicago, IL 60651	25%
Everett J. Bell	900 N. Kedzie Ave., Chicago, IL 60651	25%
John C. Bell	900 N. Kedzie Ave., Chicago, IL 60651	25%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Timothy M. Bell	900 N. Kedzie Ave., Chicago, IL 60651	President	Permanent
Mark F. Bell	900 N. Kedzie Ave., Chicago, IL 60651	V.P.	Permanent
Everett J. Bell	900 N. Kedzie Ave., Chicago, IL 60651	Secretary / Treasurer	Permanent
John C. Bell	900 N. Kedzie Ave., Chicago, IL 60651	V.P.	Permanent

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Everett J. Bell

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

ebell@mwfence.com

E-mail address

Secretary / Treasurer

Title

2/13/2024

Date

773-722-6616

Phone Number

Subscribed to and sworn before me
this 13 day of Feb, 2024.

My commission expires:

x Tonie Rhude

Notary Public Signature

11/14/24

Notary Seal



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Timothy M. Bell

Name of Authorized Applicant/Holder Representative (please print or type)

[Handwritten Signature]

Signature

tmbell@mwfence.com

E-mail address

President

Title

2/13/2024

Date

773-722-6616

Phone Number

Subscribed to and sworn before me
this 13 day of Feb, 2024.

My commission expires:

X *[Handwritten Signature: Tonie Rhude]*
Notary Public Signature

[Handwritten Date: 11/14/24]
Notary Seal



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Mark F. Bell

Name of Authorized Applicant/Holder Representative (please print or type)

Mark F. Bell

Signature

mark@mwfence.com

E-mail address

Vice President

Title

2/13/2024

Date

773-722-6616

Phone Number

Subscribed to and sworn before me
this 13 day of Feb, 2024.

My commission expires:

x *Tonie Rhude*
Notary Public Signature

11/14/24
Notary Seal



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John C. Bell

Vice President

Name of Authorized Applicant/Holder Representative (please print or type)

Title

2/13/2024

Date

773-722-6616

Phone Number

Signature

jbelle@mwfence.com

E-mail address

Subscribed to and sworn before me
this 13 day of Feb, 2024.

My commission expires:

X Tonie Rhude
Notary Public Signature

11/14/24
Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. **PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Midwest Fence Corporation

Address of Person Doing Business with the County: 900 N. Kedzie Ave., Chicago, IL 60651

Phone number of Person Doing Business with the County: 773-584-6455

Email address of Person Doing Business with the County: ebell@mwfence.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Midwest Fence Corporation

Everett J. Bell, Secretary & Treasurer 773-584-6455

B. **DESCRIPTION OF BUSINESS WITH THE COUNTY**

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

2211-04028

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ ~~1,562,000.00~~ 1,562,250.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Kimberlei Aaron, 312-603-5381

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Nathan Roseberry, Assistant Superintendent, nathan.roseberry@cookcountyiil.gov

C. **DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient  Date 2/13/24

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2111-04082

County Using Agency (requesting Procurement): Transportation & Highways Maintenance Bureau

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Midwest Fence Corporation

Substantial Owner Complete Name: Everett J. Bell

FEIN# 36-2149466

Date of Birth: _____ E-mail address: ebell@mwfence.com

Street Address: 900 N. Kedzie Ave.

City: Chicago State: IL Zip: 60651

Home Phone: (708) 488 - 8346

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Everett J. Bell Date: 2/13/2024

Name of Person signing (Print): Everett J. Bell Title: Secretary & Treasurer

Subscribed and sworn to before me this 13 day of February, 2024

X Tonie Rhude 11/14/24
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2111-04082

County Using Agency (requesting Procurement): Transportation & Highways Maintenance Bureau

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Midwest Fence Corporation

Substantial Owner Complete Name: Mark F. Bell

FEIN# 36-2149466

Date of Birth: _____ E-mail address: mark@mwfence.com

Street Address: 900 N. Kedzie Ave.

City: Chicago State: IL Zip: 60651

Home Phone: (773) 447 - 1611

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *Mark F. Bell* Date: 2/13/2024

Name of Person signing (Print): Mark F. Bell Title: Vice President

Subscribed and sworn to before me this 13 day of February, 2024

X *Tonie Rihude* 11/14/24
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2111-04082

County Using Agency (requesting Procurement): Transportation & Highways Maintenance Bureau

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Midwest Fence Corporation

Substantial Owner Complete Name: John C. Bell

FEIN# 36-2149466

Date of Birth: _____ E-mail address: jbell@mwfence.com

Street Address: 900 N. Kedzie Ave.

City: Chicago State: IL Zip: 60651

Home Phone: (773) 908 - 4341

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

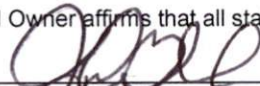
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- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 2/13/2024

Name of Person signing (Print): John C. Bell Title: Vice President

Subscribed and sworn to before me this 13 day of February, 2024

X 
Notary Public Signature

11/14/24
Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2111-04082

County Using Agency (requesting Procurement): Transportation & Highways Maintenance Bureau

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Midwest Fence Corporation

Substantial Owner Complete Name: Timothy M. Bell

FEIN# 36-2149466

Date of Birth: _____ E-mail address: jbell@mwfence.com

Street Address: 900 N. Kedzie Ave.

City: Chicago State: IL Zip: 60651

Home Phone: (773) 908 - 4340

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

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- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

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- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *TMB* Date: 2/13/2024

Name of Person signing (Print): Timothy M. Bell Title: President

Subscribed and sworn to before me this 13 day of February, 2024

X *Tonie Rhude* 11/14/24
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Midwest Fence Corporation

Corporation's Name
773-722-6616

Telephone
Eric Bell
Secretary Signature

Timothy M. Bell
President's Printed Name and Signature
tmbell@mwfence.com
Email
2/13/2024
Date

Execution by LLC

LLC Name _____ *Member/Manager Printed Name and Signature _____
Date _____ Telephone and Email _____

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name _____ *Partner/Joint Venturer Printed Name and Signature _____
Date _____ Telephone and Email _____

Execution by Sole Proprietorship

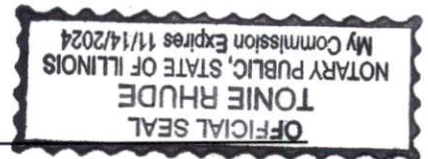
Printed Name Signature _____ Assumed Name (if applicable) _____
Date _____ Telephone and Email _____



Subscribed and sworn to before me this
13 day of Feb., 2024

Tonie Rhude
Notary Public Signature

My commission expires:
11/14/24
Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

Contract #

Original Contract Term

Renewal Options (If Applicable)

Contract Amount

Cook County Board Approval Date (If Applicable)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg IL 60173	CONTACT NAME: Darlene Finlon PHONE (A/C, No, Ext): (847) 485-2421 E-MAIL ADDRESS: dfinlon@dspins.com	FAX (A/C, No): (847) 934-6186	
	INSURER(S) AFFORDING COVERAGE		
INSURED Midwest Fence Corp 900 N Kedzie Chicago IL 60651 (773) 722-6616	INSURER A: Charter Oak Fire Insurance Co.		NAIC # 25615 A+XV
	INSURER B: The Phoenix Insurance Company		25623 A+XV
	INSURER C: Travelers Prop&Cas Co of America		25674 A+XV
	INSURER D:		
	INSURER E:		

COVERAGES **DF CERTIFICATE NUMBER:** Cert ID 40020 (384) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DTC06K518583-COF-23	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8106K487830-23-26-G	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP1T319044-23-NF	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB6K517537-23-26-G	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Leased & Rented Equipment		QT6307P344190	04/01/2023	04/01/2024	Maximum limit per item \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT #2211-04082, GUARDRAILS MAINTENANCE SERVICE. ADDITIONAL INSURED ON GENERAL LIABILITY AND UMBRELLA ON A PRIMARY & NON-CONTRIBUTORY BASIS WHEN REQUIRED BY WRITTEN CONTRACT: COOK COUNTY, IT'S OFFICIALS AND EMPLOYEES.

CERTIFICATE HOLDER COOK COUNTY OFFICE OF THE CHIEF PROCUREMENT OFFICER 118 N CLARK, ROOM 1018 CHICAGO IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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